



0000002635

ORIGINAL

RECEIVED

2003 JUL 14 P 2: 34

AZ CORP COMMISSION
DOCUMENT CONTROL

Susan G. Trautmann (State Bar of AZ # 021618)

MOHAVE ELECTRIC COOPERATIVE, INC.

1999 Arena Drive

Bullhead City, Arizona 86442

Telephone: 918.763.4115

Facsimile: 928.763.3315

E-mail: sgtrautmann@mohaveaz.com

In-house Counsel for Respondent MOHAVE ELECTRIC COOPERATIVE, INC.

ARIZONA CORPORATION COMMISSION

PHOENIX, ARIZONA

In the Matter of:

ROGER AND DARLENE CHANTEL

Complainants,

v.

MOHAVE ELECTRIC COOPERATIVE,
INC.

Respondent.

Docket No.: E-01750A-03-0373

MOTION TO DISMISS

Assigned to Lyn Farmer,
Chief Hearing Officer,
Utilities Division

Respondent Mohave Electric Cooperative, Inc., by and through undersigned counsel, moves the Commission to dismiss the above-entitled action, pursuant to the provisions of R14-3-106.H, Arizona Administrative Code, for reason that respondent desires to challenge the sufficiency of the complaint. This motion is supported by the accompanying response, which is incorporated herein by reference.

RESPECTFULLY SUBMITTED this 11 day of July 2003.

MOHAVE ELECTRIC COOPERATIVE, INC.

Arizona Corporation Commission

DOCKETED

JUL 14 2003

DOCKETED BY

Susan G. Trautmann, Esq.

In-house Counsel for Respondent MOHAVE
ELECTRIC COOPERATIVE, INC.

1 **ORIGINAL** and 14 copies (with
2 self-addressed stamped envelope for
3 receipt of file copy) mailed
4 this 11 day of July 2003, to:

5 Lyn Farmer, Chief Hearing Officer
6 Chris Kempley, Legal Division
7 ARIZONA CORPORATION COMMISSION
8 Utilities Division
9 1200 West Washington
10 Phoenix, AZ 85007
11 *Chief Hearing Officer*

12 **COPY** of the foregoing mailed
13 this 11 day of July 2003 to:

14 Roger and Darlene Chantel
15 10001 East Hwy. 66
16 Kingman, AZ 86401
17 *Complainants*

18
19
20
21
22
23
24
25
26
27
28
By: Colleen P. Cannon



P.O. Box 1045, Bullhead City, AZ 86430

July 10, 2003

Lyn Farmer, Chief Hearing Officer
Chris Kempley, Legal Division
Arizona Corporation Commission
Utilities Division
1200 West Washington
Phoenix, AZ 85007

Re: Docket No. E-01750A-03-0373

Dear Officers of the Arizona Corporation Commission:

The following is the response to the formal complaint filed by Roger and Darlene Chantel received on June 9, 2003 by Mohave Electric Cooperative, Inc. (hereinafter referred to as "Mohave Electric" or "the Cooperative"). Mohave Electric requested an extension of time on June 30, 2003, which was filed with the Commission on July 2, 2003.

This response follows the Complainants' organization of the formal complaint by enumerated paragraph.

Paragraph No. 1.

Re: Mohave Electric Cooperative Rules and Regulations 106-D, 106-E 1 and 106-E 2

In this issue, the Complainants allege that Mohave Electric added [reality] lots to an engineering service contract.

Response:

The Complainants requested on August 23, 2002 electric construction to three lots. It is the policy and standard operating procedure of Mohave Electric to charge the customer 100% for the minimal length of line extension as the "backbone" and then refund the proportionate percent of money advanced, as subsequent lot owners connect to the backbone. Therefore, the estimate of costs and preliminary sketch included all eight (8) lots touching the backbone. See Respondent's Exhibit 1, sketch of the backbone line and Mohave Electric Service Rules and Regulations 107-A, 107-B, 107-C and 107-D.

Paragraph No. 2.

Re: Mohave Electric Cooperative Rules and Regulations 106-A 2(a) and Arizona Administrative Code (AAC) R14-2-207 A.2.

Here, the Complainants state that they did not receive from Mohave Electric a preliminary sketch and rough estimate of the cost of installation

(prepared at no charge), when they requested power to their well site in July 2002.

Response:

Mohave Electric gives preliminary cost estimates routinely at no cost. Mohave Electric's records show that it received from Mr. Chantel a written request, dated July 26, 2002, to set a meter to run either single phase or 3-phase power to his well. Mohave Electric sent a staking technician, who met with Mr. Chantel at the well-site in Kingman to determine whether construction would qualify for line credit and to give a "verbal ball-park" of the costs of construction.

In the Cooperative's best judgment and opinion, pursuant to Mohave Electric Cooperative Rules and Regulations 106-A (2) (e) and 106-H (4), the request did not qualify for residential or commercial (single phase or 3-phase) line extension credit. As the Complainants' request was for a non-qualifying load, it would result in the applicants advanced payment. Therefore, Mohave Electric required applicant to proceed with the Engineering Services Deposit contract.

Please note that Mohave Electric did not receive any further communication on this request until mentioned in the formal complaint.

In the second part of Paragraph No. 2, the complainants refer to an Engineering Services Contract¹ (See Complainant's Exhibit C) and then allege that "the only thing that the above parties [Chantel, Grady and Banta] received from Mohave was a letter dated October 31, 2002"

Response:

In fact, there was an exchange of correspondence that preceded Complainants' Exhibit C, Engineering Services Contract. On September 4, 2002 Mr. Chantel requested a preliminary cost estimate for nine (9) lots in Sunny Highlands Estates. Mohave Electric responded in writing with a preliminary sketch and rough estimate of the cost of installation prepared at no charge (contrary to Complainants statement in Paragraph no. 5 – that the Cooperative failed to provide a preliminary sketch). These lots were not contiguous within Sunny Highlands (see Respondent's Exhibit 2) and the rough estimated costs were high as a result.

Please note, the Mohave County Assessor's records show that Roger Chantel or Roger & Elizabeth Chantel are the land owners of record for all the lots (26 in total) requesting power in Sunny Highlands – even lots 108, represented by ReBecca Grady, and 66, represented by Leon Banta. See Respondent's Exhibit 3, parcels numbered 313-46-XXX.

In the third part of Paragraph No. 2, the Complainants expressed disbelief that the engineering plans and cost estimates were "detailed" because they received the response so quickly.

Response:

¹ for a detailed design and cost estimate to provide 14.4 kV single phase overhead electric backbone distribution line to Sunny Highlands, Tract 1132, Lots 66, 108, and 109.

The Complainants' signed Engineering Services Contract was received by the Cooperative's Engineering Department on October 30, 2002 (see Complainant's Exhibit C). Mohave Electric responds to customer requests as quickly as business needs allow on every Engineering Service Contract accompanied with a deposit.² The line extension supervisor, was able to respond immediately (October 31, 2002) to Mr. Chantel's request. The estimate of costs was detailed and as accurate as possible based on all information at hand. Moreover, the same detailed estimate of costs was used again to respond to the Chantel's request for an explanation of the breakdown of those costs (see Complainant's Exhibit F).

Paragraph No. 3.

AAC R14-2-207 A. 4:

*Where the utility requires an applicant to advance funds for a line extension, the utility shall furnish the applicant with a copy of the **line extension tariff** of the appropriate utility prior to the applicant's acceptance of the utility's extension agreement. Emphasis added.*

Mohave Electric Cooperative Rules and Regulations 106-A 2(c):

*When the Cooperative requires an applicant to advance funds for a line extension, the Cooperative will furnish the applicant with a copy of the **line extension agreement**. Emphasis added.*

Mohave Electric Cooperative Rules and Regulations 103-A 1(a) and (b), in pertinent part:

The Cooperative will maintain on file at each of its offices all of its tariffs ...

- a) All service rules and regulations*
- b) All schedule of rates*

...

*The above information will be kept available by the Cooperative for public **inspection or examination** ... new customers shall be informed of their **rights to review** this information. Emphasis added.*

Complainants state that they should have been provided a copy of the line extension tariff, as provided for in AAC R14-2-207 A. 4.

Response:

Mohave Electric's Rules and Regulations of March 2, 1982 were filed and approved by the Arizona Corporation Commission (ACC) and take precedent over the Arizona Administrative Code (AAC), which was amended under an exemption from the Attorney General.

Even though the Cooperative is not required to provide a copy of its tariffs, pursuant to its rules and regulations, it did invite the Complainants to its administrative offices to sit down, review, and discuss. That meeting and discussion was held with Complainants and members of Mohave Electric management on March 21, 2003 and various copies of the Rules and

² See Subsection 106-A 2(b) the Cooperative shall, upon request, make available within ninety (90) days after receipt of the deposit ..., such plans, specifications, or cost estimates of the proposed line extension.

Regulations was provided as requested, inclusive of 107-A, 107-B, 107-C and 107-D.

Additionally, Complainants pose the question, "[A]re Drop Fee Costs part of the line extension costs?"

Response:

Cost estimates for a Line extension into an abandoned subdivision typically are for the backbone extension only (without the drop costs). Where there are multiple lot owners, each owner's share of the line extension is refundable to the original developer as each subsequent landowner connects to the system. This procedure eliminates the need for the developer to front any money for the drop costs before they are actually built and allows for placement of drops to each lot owner's requirements. Thus, the drop fee costs are not assessed to each individual lot owner until they connect.

Paragraph No. 4

Mohave Electric Cooperative Rules and Regulations 106-A 2(b) and 106-A 3.

The Complainants allege that they did not receive all of the information that the rules and regulations entitle them to receive for a line extension request.

Response:

Mohave Electric's records show that it mailed to the Chantel's the following:

1. Letter dated October 31, 2002, which explained terms, policies and procedures in detail. See Complainant's Exhibit D.
2. The proposed Agreement For Constructing Electric Facilities Within An Abandoned Subdivision (see Complainant's Exhibit E), which set out in detail the following:
 - a. Parties to the agreement – "Mohave Electric Cooperative, Inc. and ReBecca Grady, Darlene Chantel, and Leon Banta;"
 - b. Legal description – "Sunny Highlands, Tract 1132, Lots 65, 66, 108, 109, 121, 132, 133, 134 ... T24N, R14W, Section 3" and total number of lots the construction project concerns – "8 lots total;"
 - c. Description of service "single phase" and required length of electric line – "2,009 feet;"
 - d. Description of the line extension "to provide backbone electric service," accompanied with a sketch. See Respondent's Exhibit 1.
 - e. Full estimated cost of construction – "\$14,389.23" inclusive of materials, labor and overhead costs;
 - f. Payment terms - "advanced" subject to "refunding;"
 - g. The refunding method, rate – over "seven (7) years" and eligibility – "5 lots shall be refundable;"
 - h. Duration of the Offer – "valid for 60 days." Estimated starting and completion dates are dependent upon customer-provided information and upon obtaining easements, permits, construction materials and further dictates of the business.

Therefore, taking into account all of the above-referenced exhibits, all of the required information was provided to the Complainants pursuant to Mohave Electric's Rules and Regulation and in a timely and responsive manner with as much detail as good business practices dictate.

In the second part of Paragraph 4, the complainants note that the original cost estimate was for 2,009 feet of electric line and that later on Mohave Electric reduced the footage to 1,827'.

Response:

The reason for this description is as follows: subsequent to the original cost estimate Mr. Chantel asked Mohave Electric for a breakdown of the associated costs; when breaking down the 2,009 feet of electric line (single phase wire), Mohave Electric noted that the distance of the system was 1,827'; the additional 182' of wire is to cover the distance up the poles and the sag requirements. In fact, the actual wire required is 4,018 feet (two strands of 1/0 wire) as listed in Complainant's Exhibit F, Estimated Material List. Note that the estimated cost of the wire is just over 14 cents (.14) per foot – not the \$7.87 per foot that the Complainants calculated.

Paragraph No. 5

Mohave Electric Cooperative Rules and Regulations 106-A 3(d).

AAC R14-2 207 B.1.d

Complainants state that Mohave Electric failed to provide them the sketch as required by its Rules and Regulations until the arbitration meeting was held. As to the Complainant's statement that Mohave Electric changed the footage, see *supra* Paragraph 4 response.

Response:

Mohave Electric routinely provides a sketch with the rough estimate for costs. Mohave Electric provided a sketch with the first request for nine (9) lots on September 23, 2002. See Respondent's Exhibit 2. Here, the Complainants are referring to not receiving a sketch with the October 31, 2002 cost estimate for electric service. The rules and regulations do not provide for giving the consumer a sketch in relation to the agreement for actual design and costs. The Cooperative is obliged, however, to provide a sketch when requested and in this case, did provide the sketch when requested. See Respondent's Exhibit 1.

Paragraph No. 6

Mohave Electric Cooperative Rules and Regulations 106-A 3(g) and 106-E.

AAC R14-2 207 A

Complainants allege that their lots had not been considered for eligibility for refunding advances in aid-to-construction, pursuant to Rule 106-E (may have been incorrectly stated by Complainants as 106-C 1).

Response:

The Complainant's have clearly misunderstood the refunding process; see *supra* Paragraphs 1 and 3 responses. Complainant's requested a line extension

to three of their lots. Mohave Electric builds the backbone to the furthest lot requested. In this case, the furthest lot from the main line is 1,827' and encompasses a total of eight (8) lots in its path. The requesting parties for a line extension in an abandoned subdivision are required to pay in advance for the entire length of the backbone line extension. As the other (in this case, five (5)) lot owners connect to the backbone over the next seven (7) years it will entitle the Complainant's to a refund of the proportionate share of the lots on the backbone that they did not own. See Mohave Electric Cooperative Rules and Regulations, Subsection 107-D, paragraphs (1) through (8) and Subsection 107-C.

Paragraph No. 7

Mohave Electric Cooperative Rules and Regulations 106-A 3(h).

AAC R14-2 207 B.1.h.

Complainants allege that the Agreement for Constructing Electric Facilities did not include an estimated completion date.

Response:

Estimated starting and completion dates are dependent upon obtaining easements, permits, construction materials, customer-provided information specific to their operation, and on further dictates of the electrical distribution and construction business. Mohave Electric works closely with each customer so that each party may plan for the outcome in a reasonably timely manner.

Paragraph No. 8

Mohave Electric Cooperative Rules and Regulations 106-B 1.

AAC R14-2 207 A.3.

Complainants state that the Agreement for Constructing Electric Facilities did not state whether the measurement included secondary line, service drops or service laterals. Then however, the complainants contradict their statement by admitting that they were provided the information in the letter, dated October 31, 2002³ that accompanied the agreement.⁴

Response:

The accompanying letter to each line extension agreement is standard operating procedure for Mohave Electric and provides an opportunity for the Cooperative to customize the agreement for each applicant providing specific clarifying information. Typically, in a multiple-lot request for line extensions, the service drops may be a different cost to each lot owner. Therefore, in the interest of fairness, the individual drop costs are not included in the backbone construction costs paid for in advance because that would cause all the lot

³ See Complainants' Exhibit D, Cost Estimate for Electric Service, 4th paragraph, in pertinent part: "Cost estimates for the extensions onto the lots can be completed after the meter pole location on each lot is established You can also call me to arrange a field meeting to discuss the respective meter pole locations, and an estimate will be prepared shortly thereafter."

⁴ See also Respondent's Exhibit 5, letter dated September 23, 2002 accompanying an engineering services contract for lot 108 in Sunny Highlands, "These figures are to the lot corner; additional funds will be required for the extension onto the lot."

owners to pay the additional costs of construction that may be unique to only one or a few lot owners.

Additionally, the complainants refer to an "on-site appraisal." Mohave Electric routinely estimates costs from the developer plat maps and no field visit is required for preliminary cost estimates for line extension construction in a subdivision. See Complainant's Exhibit D, whereby Mohave Electric gave an explanation for estimating the drop costs and offered to arrange "a field meeting." See Footnote 3.

In this case, the Complainants made no specific request for the service drop costs at the time of estimation, so no field visit was made to Lots 66, 108 and 109. Since that time, however, the Chantels requested an explanation of Mohave Electric's estimate of drop costs, which was provided to them in a letter dated, March 28, 2003. See Complainants' Exhibit F.

Paragraph No. 9

Mohave Electric Cooperative Rules and Regulations 106-C 1.

Complainants state that the Agreement for Constructing Electric Facilities within an Abandoned Subdivision did not allow them the 625' line extension at no charge.

Response:

The Cooperative, pursuant to Mohave Electric Cooperative Rule and Regulation no. 106-C 1 allows for 625' of single phase line extension at no charge "where the property to be served is not within a subdivision." In this case, Mohave County Assessor's Map, Book 313, Map 46 clearly shows the Sunny Highlands Estates – Tract 1132 as a subdivision, recorded June 6, 1972. See Respondent's Exhibit 4. In as much as this subdivision was platted more than 30 years ago and never developed it qualifies as an abandoned subdivision. Therefore, Mohave Electric correctly applied its rules and regulations for an abandoned subdivision to the Complainants' request for power.

Paragraph No. 10

Mohave Electric Cooperative Rules and Regulations 106-E 1 and 106-C 1. AAC R14-2 201 34 and R14-2 207 C.1.

Complainants allege that Mohave Electric Cooperative Regulation no. 106-E should apply to their Agreement for Constructing Electric Facilities within an Abandoned Subdivision.

Response:

Regulation 106-C provides six hundred twenty-five feet (625') of free footage "where the property served is not within a subdivision." Subsequently, regulation 106-E sets out the *Method for Refunding Advances* to customers not within a subdivision. This regulation is not applicable to the case at hand as the complainants are requesting power for multiple lots within Sunny Highlands Estates, an abandoned subdivision.

In the second part of Paragraph no. 10, complainants allege that Mohave Electric is not consistent in its application of the term subdivision.

Response:

Arizona state law defines "subdivision" in pertinent part as,

"Subdivision" ... means improved or unimproved land or lands divided or proposed to be divided for the purpose of sale or lease, whether immediate or future, into **six or more lots**, parcels or fractional interests. Emphasis added.

Ariz. Rev. Stat. Ann. § 32-2101 (54) (West Group 2003)

Sunny Highlands Estates is a recorded subdivision. The recordation is evidence that it was once a viable subdivision, subject to all the restrictions for subdivisions as set out by state law. Thus, Mohave Electric's consistent application of its rules and regulations to Complainants request for electrical construction in an abandoned subdivision is in full compliance with all governing law.

Paragraph No. 11

AAC R14-2 207 A.1.

The complainants allege that Mohave Electric has altered its tariffs and subsequently failed to file those changes with the ACC and further complain that Mohave Electric fraudulently charges excess fees and adds new charges at will.

Response:

Mohave Electric is in full compliance with all requirements as set out by all its governing authorities inclusive of the Department of Agriculture, the State of Arizona and the Arizona Corporation Commission and takes exception to Complainants' allegations of violations.

Page 7 - Paragraph that begins, "Let's look at a few more ways"

Complainants allege that Mohave Electric applied "not in a subdivision" rules and regulations to a contract for electrical construction that was in fact located in Spring Valley Ranches.

Response:

Spring Valley Ranches was platted as unsubdivided land in Book 313, Map 70.

"Unsubdivided lands" means land or lands divided or proposed to be divided for the purpose of sale or lease, whether immediate or future, into six or more lots, parcels or fractional interest and the lots or parcels are **thirty-six acres or more each** but less than one hundred sixty acres each, Emphasis Added.

Ariz. Rev. Stat. Ann. § 32-2101 (58) (West Group 2003)

In the case of Spring Valley Ranches, Parcel 40 originally totaled 38.72 acres (unsubdivided land by definition). Mohave Electric Cooperative Work Order no. 98268 (Complainant's Exhibit H.) was an agreement for electrical construction of Parcel 40-A (5 acres). And although 40-A represents that Parcel 40 was split into five (5) lots (i.e., less than 6, as required by statute, to be within the definition of a subdivision, *see supra* Paragraph 10 response) – it was never

a recorded subdivision and therefore, did not come under Mohave Electric's Rules and Regulations for construction within a subdivision. Thus, Mohave Electric was in compliance with its rules and regulations in the negotiation and application of Work Order no. 98268.

Page 8 – Paragraph that begins, “Here is just one of many”

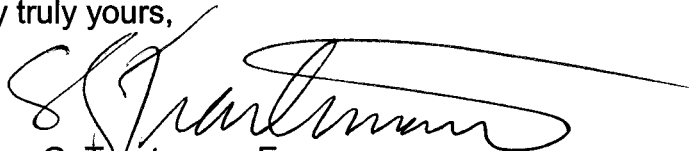
Mohave Electric receives numerous requests for cost estimates to provide power to land owners who have purchased or are speculating a land purchase located in isolated and remote areas of Arizona. Unfortunately, not all of these requests result in construction; many of the determinations are based on a lack of economic feasibility.

In sum, the major concern of the Complainants is their ineligibility for line extension credit. Mohave Electric does not deprive any consumer applicant of the free footage that they may be entitled to by the Rules and Regulations as approved by the Commission. Mohave Electric does not discriminate in the administration of line extension policies and makes every effort to administer them fairly and equitably to all members or applicants.

As set out by the rules, if Sunny Highlands Estates was a viable subdivision Mohave Electric would work with the developer in phases to build the back bone facility for the entire subdivision. The developer would pay all its costs for the construction of electric facilities in advance - refundable over a three (3) year period as each lot is sold. But since Sunny Highlands Estates is an “abandoned (broken) subdivision” the lot owner is only required to put in the minimum electrical backbone facilities to get service to his lot(s). Then in turn, the lot owners are entitled to a refund over a seven (7) year period of any of the other lots (advanced) as they establish service during the term of the line extension agreement. So, in this case, the abandoned subdivision rules afford the Complainants 1) to be able to build backbone as needed, and 2) the applicable rules and regulations then permit the Complainants to take advantage of an extended period of time for refunding (over the rules for a developer of a subdivision – four (4) additional years).

We trust that the foregoing responses are as thorough as practicable. Please do not hesitate to contact me should you have any further questions or desire to discuss any of these matters further. Mohave Electric also files at this same time a Motion to Dismiss challenging the sufficiency of the Complaint.

Very truly yours,



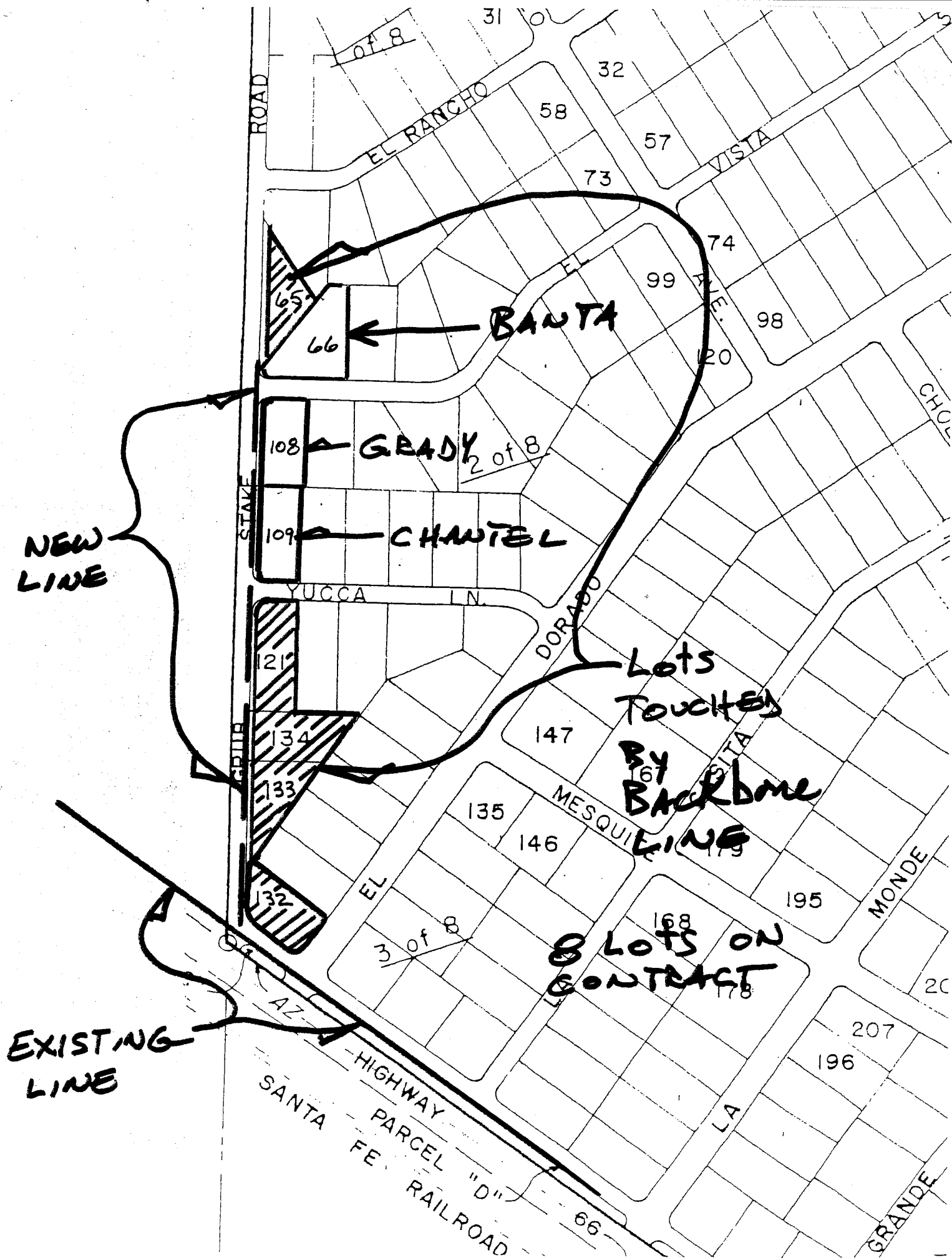
Susan G. Trautmann, Esq.
Mohave Electric Cooperative, Inc.

TEL: 928.763.4115
FAX: 928.763.3315

Enclosures: Exhibits 1 – 5.
Motion to Dismiss

Cc: Roger and Darlene Chantel
10001 East Highway 66
Kingman, Arizona 86401

1



NEW
LINE

EXISTING
LINE

BANTA

GRADY

CHAUTEL

Lots
Touched
By
Backbone
Line

8 Lots on
Contract

ROAD

STAKE

SPUR

LA

SANTA

HIGHWAY

PARCEL "D"
RAILROAD

EL RANCHO

VISTA

YUCCA LN.

DORADO

MESQUITE

MONDE

GRANDE

LA

2

S.H.E. 1132

Parcel Page

1-98 1/8

99-120 2/8

121-146 3/8

147-167 2/8

168-178 3/8

179-195 2/8

196-248 4/8

249-307 5/8

308-341 6/8

342-379 7/8

380-394 8/8

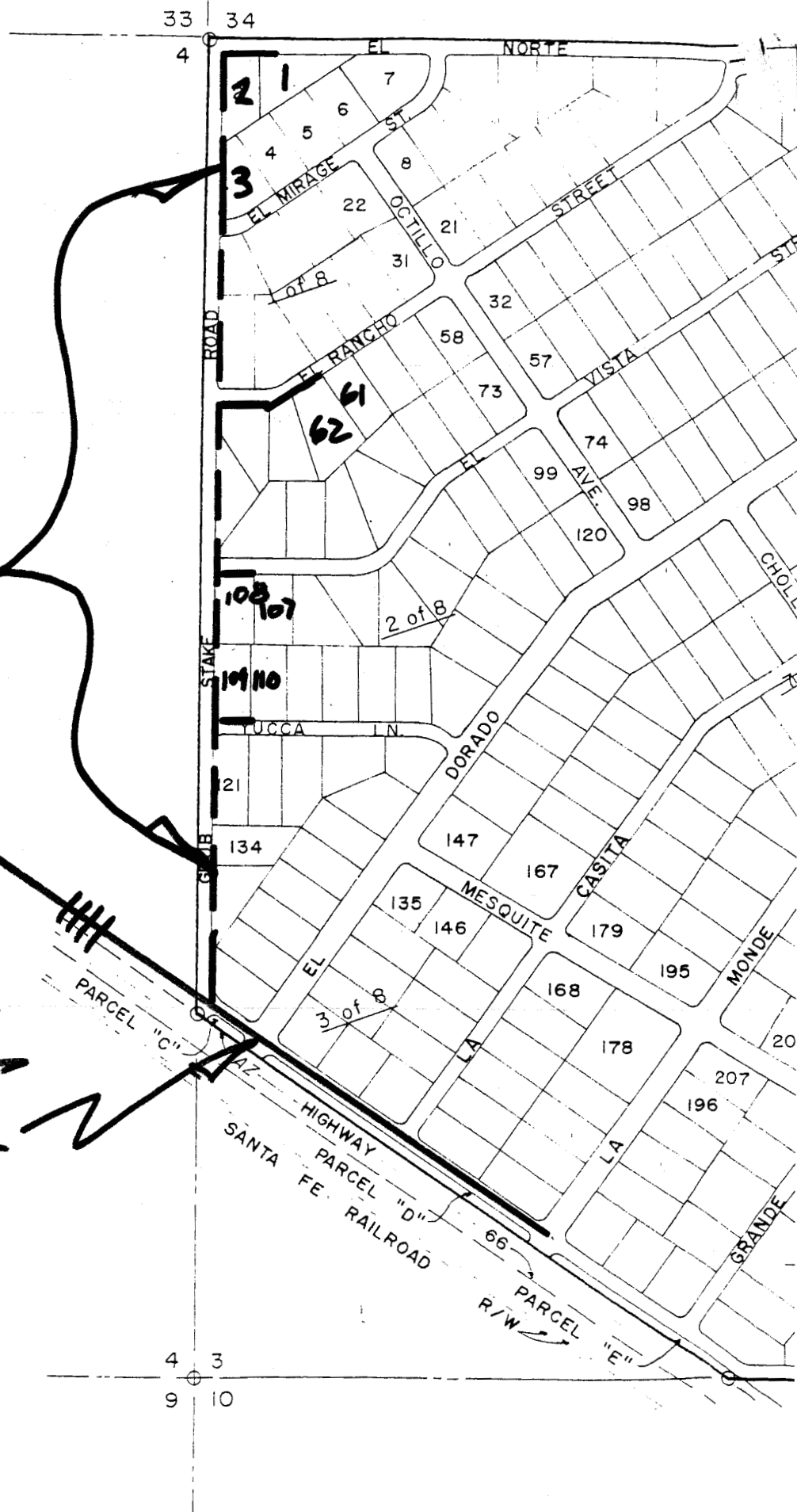
395-408 6/8

NEW
LINE

SKETCH

EXISTING
LINE

9/23/02



3

MOHAVE COUNTY

BUILDING BETTER SERVICES

[Home](#)[E-Government](#)[Board of Supervisors](#)[County Departments](#)[Vital Statistics](#)[St](#)[Search](#)[Directory](#)[Minutes](#)[Employment](#)[Links](#)[RFPs & Bids](#)[Web Stats](#)

Parcel Number Search by Owner Name

Enter owner last name and first initial with no commas, press Submit Query and click the Parcel

Owner

[Weather](#)

Owner Name	Parcel
CHANTEL DUSTIN	313-35-033
CHANTEL DUSTIN	313-35-065A
CHANTEL DUSTIN	313-35-097
CHANTEL DUSTIN	313-35-128
CHANTEL DUSTIN	313-35-129
CHANTEL DUSTIN	313-35-153
CHANTEL DUSTIN	313-35-154
CHANTEL DUSTIN	313-39-025
CHANTEL DUSTIN	313-39-057
CHANTEL DUSTIN	313-39-058
CHANTEL DUSTIN	314-20-055
CHANTEL DUSTIN	314-20-056
CHANTEL DUSTIN & ELIZABETH TRUSTEES	313-11-006
CHANTEL DUSTIN & ELIZABETH TRUSTEES	313-35-017
CHANTEL DUSTIN & ELIZABETH TRUSTEES	313-35-018
CHANTEL DUSTIN & ELIZABETH TRUSTEES	313-35-019
CHANTEL DUSTIN & ELIZABETH TRUSTEES	313-35-020
CHANTEL DUSTIN & ELIZABETH TRUSTEES	313-35-021
CHANTEL DUSTIN & ELIZABETH TRUSTEES	313-35-022
CHANTEL DUSTIN & ELIZABETH TRUSTEES	313-35-023
CHANTEL DUSTIN TRUSTEE	313-39-001
CHANTEL DUSTIN TRUSTEE	313-39-002
CHANTEL DUSTIN TRUSTEE	313-39-005B
CHANTEL DUSTIN TRUSTEE	313-39-006C
CHANTEL DUSTIN TRUSTEE	313-39-012C
CHANTEL DUSTIN TRUSTEE	313-39-019C
CHANTEL DUSTIN TRUSTEE	313-39-022
CHANTEL DUSTIN TRUSTEE	313-39-023
CHANTEL DUSTIN TRUSTEE	313-39-029C
CHANTEL DUSTIN TRUSTEE	313-39-033
CHANTEL DUSTIN TRUSTEE	313-39-035
CHANTEL DUSTIN TRUSTEE	313-39-036
CHANTEL DUSTIN TRUSTEE	313-39-037
CHANTEL DUSTIN TRUSTEE	313-39-046
CHANTEL DUSTIN TRUSTEE	313-39-050
CHANTEL DUSTIN TRUSTEE	313-39-051
CHANTEL ELIZABETH	313-35-143
CHANTEL ELIZABETH	313-35-144

CHANTEL ELIZABETH	<u>313-35-145</u>
CHANTEL ELIZABETH	<u>313-39-005A</u>
CHANTEL ELIZABETH	<u>313-39-026C</u>
CHANTEL ELIZABETH	<u>313-39-026E</u>
CHANTEL ROGER	<u>313-46-060A</u>
CHANTEL ROGER	<u>313-46-060B</u>
CHANTEL ROGER	<u>313-46-061A</u>
CHANTEL ROGER	<u>313-46-061B</u>
CHANTEL ROGER	<u>313-46-062</u>
CHANTEL ROGER	<u>313-46-063</u>
CHANTEL ROGER	<u>313-46-068</u>
CHANTEL ROGER	<u>313-46-069</u>
CHANTEL ROGER	<u>313-46-070</u>
CHANTEL ROGER	<u>313-46-071</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-39-020</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-39-021</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-39-021A</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-39-040</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-39-044</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-39-047</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-001</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-002</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-003</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-004</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-005</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-006</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-007</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-008</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-009</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-010</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-065B</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-066B</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-107B</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-108</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-109B</u>
CHANTEL ROGER & ELIZABETH TRUSTEES	<u>313-46-110B</u>

4

R. 14W..

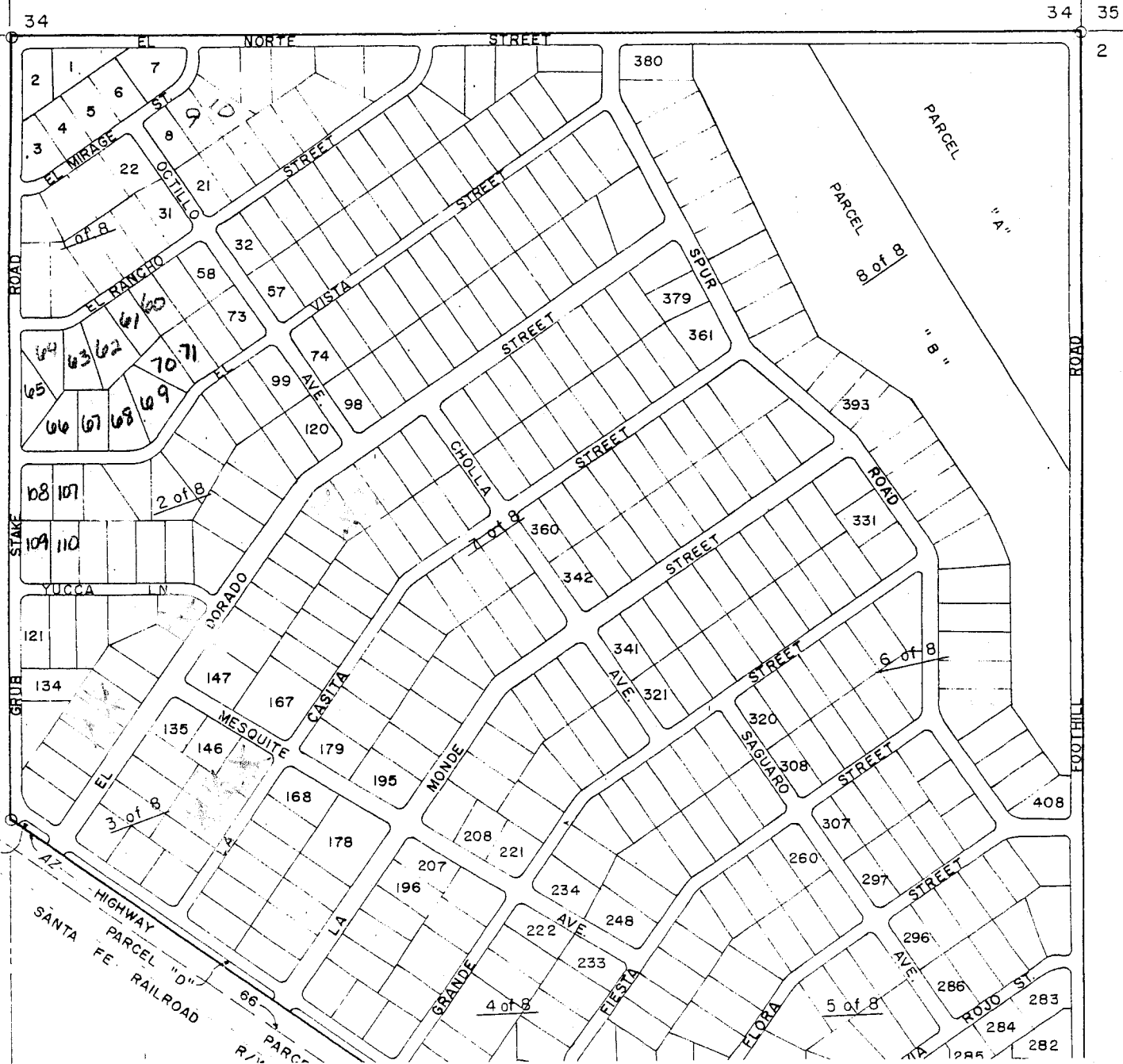
BOC
MA
Code

SUNNY HIGHLANDS ESTATES

TRACT 1132

Rec. June 6, 1972

INDEX MAP



SC

5



P.O. Box 1045, Bullhead City, AZ 86430

September 23, 2002

ReBecca Grady
P.O. Box 6493
Kingman, AZ 86402

Re: Engineering Services Contract
Sunny Highlands, Lot 108

Dear Ms. Grady:

I received your September 7, 2002 letter requesting power availability information for the above-described lot, as well as your September 17, 2002 application for electric service. As of this date, a preliminary review of the power availability at the requested lot reveals the following:

Lot 108, Sunny Highlands does not have electric service currently available to a lot corner. The preliminary estimated cost of providing electric service to this lot is approximately \$8,000.00 to \$11,000.00. These figures are to the lot corner; additional funds will be required for the extension onto the lot.

This information is preliminary and is derived from a check of facilities maps. The exact cost of an electrical hook-up to a lot can only be determined after a field visit and completion of a detailed design and cost estimate.

Extensions of electric lines will be completed in accordance with Mohave Electric Cooperative's approved Line Extension Rules and Regulations on file with the Arizona Corporation Commission. In accordance with Mohave Electric Cooperative's Line Extension rules and regulations on file with the Arizona Corporation Commission, I have enclosed actual cost Engineering Services contracts for a detailed design and cost estimate for the above-named project. The Engineering Deposit amount that shall be required prior to the commencement of the engineering services to be performed is \$500.00. Mohave is a non-profit electric cooperative; this amount is for the estimated labor costs incurred during the preparation of a detailed design and cost estimate. Upon completion of the design work, a detailed cost estimate will be mailed to you; this estimate is valid for a period of sixty (60) days.


If the proposed project proceeds within six months, the engineering

deposit will be credited to the estimated cost of construction and the cost of the engineering services performed will be added to the actual cost of construction. If the project fails to proceed within six months, you will be refunded that amount of the engineering services deposit which is in excess of the actual cost of the design/estimate work performed, or you will be billed that amount of the cost of design/estimate preparation which exceeds the estimated cost of the engineering services performed.

Upon receipt of the two original agreement forms (the original forms must be signed by the authorized party and attested by a witness) and a check for the Engineering Deposit, the design and estimate procedure will commence. If you have any questions or comments, please don't hesitate to call me at (928) 758-0580.

Sincerely yours,

Mohave Electric Cooperative, Inc.

A handwritten signature in dark ink, appearing to read "John H. Williams", with a long horizontal flourish extending to the right.

John H. Williams
Line Extension Supervisor

Enclosures: Agreements (2)

Cc: File

Work Order No. _____

ENGINEERING SERVICES CONTRACT

DESIGN SERVICES

THIS AGREEMENT, made this _____ day of _____, 20_____, between Mohave Electric Cooperative, Inc. (hereinafter called "Mohave") and

ReBecca Grady

(hereinafter called the "Consumer")

for Engineering services associated with the extension of electric power lines to and/or within the following described property:

For a detailed design and cost estimate to provide single phase overhead electric service to the southwest corner of Lot 108, Sunny Highlands, Tract 1132.

It is mutually agreed that:

1. The Consumer will pay Mohave for all costs incurred for any Engineering Services and estimates if no construction is started within six (6) months of the date of the receipt of the executed engineering services contract. If construction commences within six months, these costs will become part of the construction costs.
2. All engineering estimates are valid for a period of sixty (60) days; after sixty (60) days, a revised estimate will be required.
3. After six months has elapsed, Mohave will:
 - a. Refund any portion of the deposit which is in excess of the actual cost of Engineering services,
 - or
 - b. Bill the consumer that amount which is in excess of the advance deposit for Engineering services.

4. Mohave will require an advance deposit for the Engineering services in the amount of \$500.00.

Consumer Signatures

By _____
Consumer Signature

By _____
Consumer Printed Name

By _____
Attestor Signature

By _____
Attestor Printed Name

Date _____

Cooperative Signatures

By _____
Mohave Electric Cooperative, Inc.

By _____
Attestor

Date _____

Revised 11/01

S.H.E. 1132

Parcel Page

1-98 1/8

99-120 2/8

121-146 3/8

147-167 2/8

168-178 3/8

179-195 2/8

196-248 4/8

249-307 5/8

308-341 6/8

342-379 7/8

380-394 8/8

395-408 5/8

NEW LINE

SKETCH

9/23/02

EXISTING LINE

